

**Town of Secaucus  
1203 Paterson Plank Road  
Secaucus, New Jersey 07094**



**BID DOCUMENTS  
FOR  
PUMP STATION MAINTENANCE**

**BID OPENING DATE: Wednesday June 21, 2023  
BID OPENING TIME: 10:00am**

**TOWN OF SECAUCUS  
OFFICE OF PURCHASING  
1203 PATERSON PLANK ROAD  
SECAUCUS, NEW JERSEY 07094**

**PREPARED BY: CHRISTINE SMITH, QPA, RPPS  
PURCHASING ASSISTANT**

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**1.0     BID NOTICE**  
**“PUMP STATION MAINTENANCE AND REPAIR SERVICES”**

PLEASE TAKE NOTICE that the Town of Secaucus requests submission of bids for Pump Station Maintenance and Repair Services. Bids will be received by the Town Clerk of the Town of Secaucus (“Town”), or their designee, on **June 21, 2023 at 10:00 a.m.**, prevailing time, at 1203 Paterson Plank Road, Chambers 2, Secaucus, New Jersey 07094, at which time said bids will be publicly opened and considered.

**Obtaining Bid Documents:**

Bid documents may be examined and obtained online at [www.Secaucusnj.gov](http://www.Secaucusnj.gov) or at the Office of Purchasing, 1203 Paterson Plank Road, 3<sup>rd</sup> Floor, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m.

All bid addenda or clarifications will be issued on the Town’s website at [www.Secaucusnj.gov](http://www.Secaucusnj.gov). All interested bidders are solely responsible for checking the website through the bid opening date and time listed above for any changes to the bid specifications or bid opening.

The Town of Secaucus is only responsible for forwarding addendum to the bidders who obtained the bid documents from the Secaucus Office of Purchasing and have left the appropriate contact information, or those who have put the Town of Secaucus on notice that they have received the specifications from the Town Website.

**Pre-Bid Meeting:**

A Pre-Bid meeting will take place on Thursday June 8, 2023 @ 10:00am at 690 Golden Avenue, Secaucus NJ 07094. Attendance is strongly encouraged, but not mandatory.

Contact: Kevin O’Connor

Phone: 201.330.2080

**Submission of Bid:**

The office hours of the Town Clerk to receive bids are weekdays from 9:00 a.m. to 4:00 p.m., holidays excepted. The within bid must be provided to the Town Clerk prior to or in person at the time and place fixed for the bid opening.

An original and two (2) copies of the proposal documents must be submitted to and be received by the Town, via mail or hand delivery, by the time and place stated in the Legal Notice to Bidders. Bid documents **will not** be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Bid Request not received by the Town by the time and date specified for receipt will be rejected.

(Continued)

Bids must be enclosed in sealed envelopes bearing on the outside: The name and address of the bidder, the word "BID", and the bid project number (if applicable) and title. Said bids shall be addressed to the Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, 2<sup>nd</sup> Floor, Secaucus, New Jersey 07094. It is the bidder's responsibility that bids are presented at the time and at the place designated.

The Town reserves the right to consider bids for sixty (60) days after the receipt thereof, and further reserves the right to waive any technical non-conformance or minor irregularities in, as well as the option to reject any or all bids for any reason set forth in N.J.S.A. 40A:11-13.2 *et seq.*

**Bidder Requirements:**

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.*, N.J.S.A. 52:32-44 *et seq.*, N.J.A.C. 17:27-1.1 *et seq.* and N.J.S.A. 34:11-56.25 *et seq.*, and any and all bid terms herein.

The Town reserves the right to waive any technical non-conformance or minor irregularities in, as well as, the option to reject any or all bids for any reason set forth in N.J.S.A. 40A:11-13.2 *et seq.*

*This bid has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.7).*

By order of the Town of Secaucus.

## 2.0 **DEFINITIONS**

**“BID DOCUMENTS”** means all documents requesting bid proposals including the Bid Notice, Definitions, Instructions to Bidders, Specifications, Bid Proposal Checklist, Bid Proposal Form, Technical Specifications, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder’s Experience and Financial Responsibility, Statement of Ownership of Corporation or Partnership, addenda (if any), all documents submitted by the bidder and the Contract.

**“CONTRACT”** means the written agreement executed by and between the Contractor and the Town, as amended, changed, or modified and shall include all Bid Documents.

**“CONTRACT ADMINISTRATOR”** means the Town’s Purchasing Agent or their designee.

**“CONTRACTOR”** means the lowest responsible bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 40A:11-1, *et seq.*

**“TOWN”** refers to the Town of Secaucus.

**“LEGAL NEWSPAPER”** for purposes of these Bid Documents, means THE JERSEY JOURNAL.

Definitions set forth in N.J.S.A. 40A:11-2 are incorporated herein by reference.

### **3.0                    PUMP STATION MAINTENANCE AND REPAIR SERVICES**

#### **SPECIFICATIONS**

**Contact: Kevin O'Connor**

**Phone: 201.330.2080**

Secaucus Pump Stations at various locations are in need of repair, maintenance, and service for the equipment/apparatus, which includes parts and materials. To accomplish this, the Town requires the contractor to perform the following:

#### **Specifications, Specific Requirements, Contract Requirements, Scope of Work**

These technical specifications set forth the requirements of an “exclusive” Contract with a qualified vendor to provide parts/materials and service, repair and maintenance on an “as-needed basis” for the Pump Stations and equipment. This contract is exclusive to the Contractor, except as otherwise provided herein. In the event that Town employees make repairs or the like, the same shall not be deemed to be inconsistent with the Contract.

#### **A. Contract Requirements, Scope of Work**

1. Contractor shall provide parts/materials, service, repair and routine maintenance on an “as-needed basis” for and at the Pump Stations and equipment located/situated at the following Town of Secaucus properties/locations:

- Golden Avenue Pump Station
- High School Pump Station
- Born Street Pump Station
- Misc. locations and pumps

The Town may add or delete locations; equipment may be moved to other locations. Between the time of this announcement and publication of the Request for Bid Documents and the contract award, it is possible that equipment may be at a facility for repairs, which shall not be deemed by the Contractor as inconsistent with these Bid Documents.

2. There will be a pre-bid meeting held on Thursday June 8, 2023 @ 10:00am at 690 Golden Avenue, Secaucus, NJ 07094. Attendance is not mandatory, but strongly encouraged. The Contractor shall not be relieved from full compliance of Contract for any reason; Contractor is to make adequate inspections at the Town locations aforesaid to understand fully the scope of the work subject to this contract. The contractor will not be relieved or excused from its contracted obligations by failing to comply with the foregoing. By submitting a bid, Contractor agrees that they will not seek to be relieved of its obligations hereunder due to not understanding the scope of the work or otherwise the scope of the undertaking.
3. Town, during contract term, may add, delete and replace equipment at the above locations to be serviced under this Contract.

4. This is an exclusive contract wherein the Contractor has the exclusive right and obligation to perform all work and services set forth herein, and provide the needed parts, equipment, materials, and incidental and ancillary services. If the contractor fails to perform in strict accordance herewith, the Town has the right to have the work performed by a different vendor. This would include instances wherein the contractor shall be liable to reimburse the Town for the additional costs and damages it incurs for using another vendor due to the Contractor's default over the price the Contractor would have billed. In addition, such default may be the basis of cancellation of the Contract, with the Town entitled to seek damages against the Contractor.
5. The Mayor, Town Administrator, or their designee are empowered to authorize the work of the Contractor pursuant to this contract.
6. Contractor shall be paid the hourly fee set forth on Contractor's Bid Form (plus other allowed costs). Hourly rates shall be as follows; routine maintenance, normal repairs, licensed electrician repairs, shop rate, and emergency repairs. "Hourly rate" is per person, and billed hourly rates shall be in conformity and consistent with industry standards. In addition, work performed at Contractor's facilities shall be paid at an "hourly shop rate". Contractor may, also, charge a per diem rate for usage of electrical generator(s) and hoist equipment. "Equipment Travel Time" for the retrieval and return of Town equipment/apparatus is allowed to be billed at an hourly rate but may not exceed forty-five (45) minutes per direction (and the hourly rates shall include, manpower, vehicle costs, tolls, gas). All the foregoing appears on the Bid Form with estimated hours.
7. Contractor shall be paid for all parts, equipment and material, as follows; contractor shall be paid its wholesale cost or actual cost of parts, equipment and materials plus Contractor shall be entitled to a mark-up fee, which percentage amount is set forth on the Bid Form. Town reserves the right to direct Contractors as to where to buy parts, equipment and materials if Town finds a more competitive source and the price variation is more than ten percent (10%). Contractors will still be entitled to its mark-up fee. The amount the Town inserted on the Bid Form is a rough estimate and should not suggest or imply the actual amount of parts/materials. Copies of contractor's invoice(s) shall be attached to bills to evidence the cost of parts/materials.
8. Amounts/rates set forth on Bid Form shall not increase during Contract term.
9. Contractor must adhere to all requirements of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25 et seq., and the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48. All workers employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft.
10. All work shall be performed by trained, licensed, and qualified individuals.
11. Equipment: Contractor shall own, lease, or control all of the necessary equipment and tools required to complete services, repairs, work described.

12. Contractor shall obtain and supply as part of this project any necessary materials, products, and supplies.

**Work Scheduling**

- I. Contractor shall provide all parts/materials and labor to perform such service, repair and routine maintenance on an “as-needed basis,” as directed by Town.
- II. Routine service maintenance shall be performed as directed by the Town and performed within “normal working hours.”
- III. Repair services and emergency repair services shall be performed as requested by the Town within two (2) hours of request by Town; Contractor shall arrive on site within two (2) hours.
- IV. It shall be within the Town’s sole discretion to determine and declare a repair to be an “emergency repair.” For the purpose of this contract, “normal working hours” shall be deemed, Monday-Friday 7:00am-5:00pm, excluding legal holidays; “emergency repairs” are repairs performed outside the foregoing (after the hour of 5:00pm or before 7:00am or weekends or on legal holidays). Contractor shall provide Town with its telephone number to effectuate emergency repair service, which number shall be answered/monitored at all times, twenty-four (24) hours per day, including holidays and weekends.
- V. Bid Form differentiates between “normal working hours” and “emergency repairs”. Bidders may charge different hourly fees for “emergency repairs”. Bidders may NOT charge for travel time; Bidders may NOT charge for meal time. Work performed as an “emergency repair” if requested by the Town and performed outside “normal working hours” may be billed to Town at Contractor’s “emergency hourly rate”. Notwithstanding anything to the contrary, work commencing within the “normal working hours” shall not incur the “emergency hourly rate” for the time Contractor performs between 5:00pm and 8:00pm; work authorized by the Town after 8:00pm may be billed at the “emergency hourly rate” amount.
- VI. Bidders may charge differently for each hourly category on Bid Form (e.g., licensed electrician, shop technicians, routine service technicians, repair technicians, emergency repair technicians).
- VII. Contractor by submitting a bid certifies that it has sufficient equipment, personnel and the like to respond to all requests/calls on a timely basis, as indicated above.
- VIII. The foregoing time requirements(s) for making “emergency repairs” shall be deemed to be a TIME OF THE ESSENCE requirement. Failure to comply with the time requirements for “emergency repairs” shall be deemed a material breach of contract.
- IX. All on-site work shall be performed timely without interruption or delay, pursuant to the Town’s instructions, except if awaiting delivery of parts.



- B.** No work shall be subcontracted or assigned by Contractor, unless approved in writing by the Town in advance of the requested work. In no event shall subcontracted work exceed the cost provided by Contract. In the event of an approved subcontracting or assignment of work, Contractor shall not be relieved of its obligations hereunder.
- C.** Subcontractors: The names and information for all subcontractors shall be provided with the Bid response. All sub-contractors must be registered with the Department of Labor prior to physically starting work.
- D.** No repair, except routine maintenance, shall be performed prior to Contractor submitting a written, explicit Bid and description as to work recommended, and setting forth explicitly the projected costs, including labor costs, parts and all other incidental costs, Town shall advise contractor as to proceed, and the Town's determination shall be binding. Emergency repairs may be approved verbally by the Town on site, provided a written confirmation or work order is approved as soon as is practicable.
- E.** No minimum payment is implied or guaranteed. Any contract or work resulting from this Bid shall be subject to the availability of funds.
- F. Warranties:** All replaced parts, systems, equipment, materials and the like shall be provided to Town with manufacturer's warranty, if new; otherwise, warranty for repair and replacement including labor is six (6) months, unless otherwise agreed by the parties in writing.
- G.** By submitting a bid, Bidder affirms and certifies that it is able and qualified to do each of the following, without exception;
1. Repair, service, maintain, install equipment, rebuild and the like of all equipment and installations hereunder without exception, including meters, control systems, instrumentations, valve actuators, process instrumentation, hoses, fittings, ancillary items, floats, couplings, pumps, piping, valves, appurtenances, fixtures, etc. This includes electrical work; pipefitting, hoist/crane services, bypass pumping, etc.
  2. Repair, service, maintain, install flow meters, rebuild and the like of all equipment hereunder.
- H.** Costs for all equipment, machines, tools, and the like used by the Contractor shall be included in its hourly rates, and such equipment, machines, tools and the like shall not be an additional cost to the Town, unless allowed specifically in Bid Documents. By submitting a bid, Bidder affirms and certifies that it has, without exception;
1. A minimum of five (5) years' experience as a vendor engaged regularly in the scope of work set forth herein.
  2. A machine shop with equipment and machinery to make any and all necessary repairs and rebuilding of the Town equipment.

3. All equipment necessary to perform the within contract including, but not limited to: pipefitting, equipment to fabricate ductile and cast-iron flanged spools and piping as well as steel, stainless steel and PVC, hoisting equipment, bypassing pumping equipment, emergency generators (which generators are capable of handling Town equipment), and the like.
  4. Sufficient personnel including electricians to meet the Town needs.
- I. In the event that emergency generators are needed, as determined by the Town, Contractor shall provide the same immediately, and bill the Town at a per diem (24 hour) rate, transportation/delivery and installation included in the per diem rate.
  - J. Contractor shall provide all materials and replacement parts, as is necessary. Contractors shall, whenever possible, give the Town the option of purchasing new parts, used, or rebuilt. Contractor shall be paid their actual wholesale cost of parts and invoice the Town for their actual cost of parts and materials plus a mark-up fee, as set forth on the Bid Form.
  - K. Contractor shall comply with all laws, and applicable Codes and Regulations without exception.
  - L. Contractor shall be responsible for obtaining any applicable licenses or permits in order for work to be performed or for equipment use.
  - M. While this is an exclusive contract, subject to the exceptions herein set forth in this bid solicitation package, the Town does NOT guarantee a minimum amount of work to Contractor. ALL QUANTITIES AND HOURLY LABOR PROJECTIONS/ESTIMATES ARE ONLY APPROXIMATIONS and the Town does not guarantee any minimum amount of work.
  - N. **CONTRACT TERM/DURATION:** This contract shall be for a term of two (2) years. The Town reserves the right to renew the contract for two (2) additional one (1) year extensions. The Contracts shall commence within ten (10) days of the Contract being awarded by the Mayor and Council. The Town may terminate the Contract at any time for cause. In the event of such termination, Contractor shall be liable to Town for all damages suffered by the Town.

#### 4.0

### **INSTRUCTIONS TO BIDDERS**

#### 4.1 **BID PROCESS AND SCHEDULING**

Sealed bids shall be received by the Town of Secaucus, hereinafter referred to as “Town”, in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

Sealed bids shall be received by the designated representative at the time and location as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.

Bid documents may be examined and obtained online at [www.Secaucusnj.gov](http://www.Secaucusnj.gov) or at the Office of Purchasing, 1203 Paterson Plank Road, 3<sup>rd</sup> Floor, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m.

All communications concerning this bid or the bid process shall be directed to the Town’s Designated Contact Person, in writing. An original and two (2) copies of each bid shall be forwarded to:

**Designated Contact Person:**

Michael Marra, Town Clerk  
Town of Secaucus  
1203 Paterson Plank Road  
Secaucus, New Jersey 07094

**Bid documents must be submitted to and be received by the Town, via mail or hand delivery, by 10:00 a.m. on June 21, 2023. Bid documents will not be accepted by facsimile transmission or e-mail. All bids will be publicly opened and read by the Purchasing Agent or their designee, as set forth in the Bid Notice.**

Subsequent to issuance of these Bid Documents, the Town (through the issuance of addenda to all known firms that have received a copy of the bid package and through an online posting at [www.Secaucusnj.gov](http://www.Secaucusnj.gov)) may modify, supplement or amend the provisions of these Bid Documents in order to respond to inquiries received from prospective bidders or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

#### 4.2 **BID SUBMISSIONS**

Upon submission of a response to this Bid Request, bidder acknowledges and consents to the following conditions relative to the submission and review and consideration of its Bid Package:

- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope. Bid submissions must be addressed to the Town and above designated contact person, bearing the name and address of the bidder written on the face of the envelope, and clearly marked “BID”, with the Project Title and Number being identified.
- Proposal documents must be submitted to and be received by the Town, via mail or hand delivery, at the time and place stated in the Legal Notice to Bidders. Bid documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Bid Request not received by the Town by the time and date specified for receipt will be rejected. The Town is not responsible for submissions misdirected, lost in transit or mail any time before submission opening or hand-delivered to an incorrect location. Any Bids not received by the date and time specified for receipt will be returned unopened.
- Neither the Town, nor their respective staffs, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the documents submitted to this Bid Request, nor will there be any reimbursement to bidders for the cost of preparing and submitting a Bid Package or for participating in this procurement process.
- Submissions forwarded to the Town Clerk before the time of opening of submissions may be withdrawn upon receipt of written application (via hand delivery, overnight courier, or regular mail) of the bidder. Submissions may not, however, be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions are opened, they must remain firm for sixty (60) days, unless a written Mayor and Council waiver is granted.
- Each document required to be submitted by the bidder (see Bid Proposal Checklist) must be properly completed in accordance with these Bid Documents. Bidders shall submit the requested information on the form provided in these Bid Documents, with supplemental pages, if needed.
- All documents submitted shall become the property of the Town and will not be returned (with the exception of following the above instructions for withdrawing a bid, and “permission for bidder to withdraw bid for public works” as stated within these specifications). All documents submitted will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- On the Bid Proposal Form, bidder must state the prices and rates offered, written or typed in ink, in words and numbers for each item requested. If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

- More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- The Bid Proposal Form shall include the cost of all work, materials, labor, equipment, transportation, insurance, etc. with all else necessary to perform in accordance with the Specifications. No additional costs shall be permitted (except for Change Orders approved by the Mayor and Council on construction contracts only).
- Estimated Quantities (Open-End Contracts): The Town has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc.
- The Specifications and all other documents attached hereto shall become part of the contract.
- Bidder is not to assume the minimum billing for each item is eight (8) hours. Billing for certain items shall be for actual time used and fractions of one (1) hour shall be billed at .25 hours.
- Each bidder shall sign the documents to be submitted, where applicable, as follows:

- For a corporation, by an authorized principal executive officer;
  - For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
  - By a duly authorized representative.
- Bidders will not be permitted to use Subcontractors not indicated in the Bid Response documents unless written approval of the Town of Secaucus is obtained prior to such. If subcontractors are used, the contractor will be held responsible for any and all work done by the subcontractor, as well as their compliance with the laws and requirements of these specifications, during the length of the contract.
  - Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
    - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
    - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
    - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidder should consult the statutes or legal counsel for further information.

- The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed and representations related to this Bid Form.
- The bidder represents that it has read and understands the Bid Documents in total and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission serves as the bidder’s representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Bid Documents or lack of information concerning same.
- Each bidder shall submit one (1) original set of completed Bid Documents and two (2) copies.
- The Contractor shall ensure that no agent of employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage Clause herein contained for breach hereof.

### **4.3 OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Town will open and read aloud publicly every bid received at the time set for receiving bids. Bidders and other persons are encouraged to be present during the opening of bids.

### **4.4 BID SECURITY AND BONDING REQUIREMENTS**

**The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid.**

#### **A. BID GUARANTEE ☒**

A certified check or bank draft or satisfactory bid bond payable to the Town of Secaucus in the amount of Ten Percent (10%) of the total price bid, but not to exceed Twenty Thousand Dollars (\$20,000.00) executed by a bidder and a surety company authorized to do business in the State of New Jersey is required per N.J.S.A. 40A:11-21. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Town. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract.

Failure to submit a bid guarantee shall result in rejection of the bid.

#### **B. CONSENT OF SURETY ☐**

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey (N.J.S.A. 2A:44-143), and acceptable to the Town stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a Consent of Surety form shall result in rejection of the bid.

#### **C. PERFORMANCE BOND ☐**

The successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

#### D. LABOR AND MATERIAL (PAYMENT) BOND ☒

The successful bidder shall with the delivery of the performance bond submit an executed payment bond (N.J.S.A. 2A:44-143) to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

#### E. MAINTENANCE BOND ☐

Upon acceptance of the work by the Town, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_\_ 1 year  
\_\_\_\_\_ 2 years

### 4.5 INSURANCE AND INDEMNIFICATION

**The insurance documents indicated by an (X) shall include but are not limited to the following coverages.** The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

#### A. INSURANCE REQUIREMENTS

##### 1. Worker's Compensation Insurance ☒

Worker's Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Employer's Liability limits of Liability shall not be less than the following:

\$1,000,000 each accident  
\$1,000,000 each disease, each employee  
\$1,000,000 disease, policy limit



2. General Liability Insurance ☒

General Liability insurance coverage, written on an occurrence basis, must not be altered by any endorsements limiting coverage. Limits of Liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury Limit  
\$1,000,000 Each Occurrence

3. Automotive Liability Insurance ☒

Automotive Liability insurance covering contractor for claims arising from owned, hired, leased, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage, shall be maintained in full force during the life of the contract.

**B. CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Town as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Town as an additional insured.

**C. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town) and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental

protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

#### **4.6 STATUTORY AND OTHER REQUIREMENTS**

##### **AFFIRMATIVE ACTION REQUIREMENTS**

Prior to the execution of the contract, the successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. The contract will include the language included as Exhibit A/B in this specification.

##### **CONSTRUCTION CONTRACTS**

The successful construction contractor(s) shall complete and submit an N.J. EEO Monitoring Program Initial Project Workforce Report (Form AA-201) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. In accordance with N.J.A.C. 17:27-7, the contractor also agrees to submit a copy of the Monthly Project Workforce Report (Form AA-202) once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract.

##### **NEW JERSEY ANTI-DISCRIMINATION**

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

## AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to read the Americans with Disabilities language that is part of this specification and agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The successful bidder will hold the Town harmless for any violations committed under the contract.

## NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

**The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57).** The mandatory language and terms of the Business Registration law are set forth below. A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-9292.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.)

Pursuant to N.J.S.A. 52:32-44. The Town of Secaucus ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

The Contractor shall provide written notice to its subcontractors who are named in the bid or a response to a request for proposals of the responsibility to submit proof of business registration to the Contractor.

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Failure to submit the BRC with the bid is NOT a cause for rejection. However, if it is not provided prior to execution of a contract, the bidder's bid guarantee shall be forfeited, and the contract shall be awarded to the next lowest responsible bidder.

○ EMERGENCY PURCHASES OR CONTRACTS

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

#### OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (PL 1977, c.33) provides that no business organization, regardless of form of Township shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Township shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, sole proprietorship, publicly owned corporation, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

Failure to submit an ownership disclosure document shall result in rejection of the bid and cannot be remedied pursuant to N.J.S.A. 40A:11-23.2.

Not for-profit-entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-57 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the Disclosure of Investment Activities in Iran form. Pursuant to N.J.S.A. 40A:11-2.1(b) the Town is required to notify the New Jersey Attorney General if it determines a false certification has been submitted. Pursuant to P.L. 20201, c. 4, **This form must be received by the Town prior to the award of a contract.**

## DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA AND BELARUS

N.J.S.A. 52:32-60.1 prohibits State and local public contracts with persons or entities engaging in certain activities in Russia and Belarus. Bidders must indicate if they comply with the law by certifying the Non-Involvement in Prohibited Activities in Russia or Belarus form. Pursuant to N.J.S.A. 52:32-60.1, et seq (P.L. 2022, c. 3) the Town is required to notify the New Jersey Attorney General if it determines a false certification has been submitted. Also pursuant to P.L. 2022, c. 3), **This form must be received by the Town prior to the award of a contract.**

## SURVEYS, PERMITS AND REGULATIONS FOR CONSTRUCTION CONTRACTS

The Town shall provide all boundary surveys, if available, and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Town, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractors unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Town, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the A/E in writing, and any necessary changes shall be adjusted as provided in Section 13 changes in the work.

## ANNUAL POLITICAL CONTRIBUTION DISCLOSURE

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC. The report will include certain contributions and contract information for the current calendar year. At a

minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### DISPUTES OVER BILLING

All disputes over billing and payment cycles shall be resolved as outlined within Dispute Resolution of this document.

#### **4.7     NON-COLLUSION AGREEMENTS**

Each bidder submitting a bid to the Town shall execute and attach to the Bid Form an affidavit, substantially in the form herein provided, to the effect that they have not entered or acted in any collusive manner with any other person, firm or corporation or any elected official, employee, agent, servant or representative of the Town of Secaucus, in regard to any bid submitted.

#### **4.8     RIGHTS OF THE TOWN**

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this Bid Request and the procurement process in accordance with the provisions of applicable law:

- The Town reserves the right to waive any minor irregularities, if insignificant to the overall bid. N.J.S.A. 40A:11-13.2 et seq.
- The Town reserves the right in its sole judgment to reject any bidder that submits incomplete responses to this Bid Request or a Statement that is not responsive to this Bid Request.
- The Town reserves the right, without prior notice, to supplement, amend or otherwise modify these Bid Documents or otherwise request additional information through issuance of addenda to all prospective bidders who have received a copy of this Bid Request.
- To waive any technical or non-conformance minor irregularities with the terms of this Bid Request.
- To change or alter the schedule for any events called for in this Bid Request upon the issuance of notice to all prospective bidders who have received a copy of this Bid Request and provided contact information to the Town.
- To conduct investigations of any or all of the bidders, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.

- The Town may request bidders to send representatives to the Town for interviews and bid clarification(s).
- To suspend or terminate the procurement process described in this Bid Request at any time (in its sole discretion). If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the bidders.
- The Town shall be under no obligation to complete all or any portion of the process described in this Bid Request.
- All awards are subject to the availability of funding.

#### 4.9 **REQUIRED DOCUMENTATION**

**If boxes for the following items are checked, they are mandatory requirements of the bid proposal and contract**

##### DOCUMENT CHECKLIST ☒

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

##### NON-COLLUSION AGREEMENTS ☒

Each bidder submitting a bid to the Town shall execute and attach to the Bid Form an affidavit, substantially in the form herein provided, to the effect that they have not entered or acted in any collusive manner with any other person, firm or corporation or any elected official, employee, agent, servant or representative of the Town of Secaucus, in regard to any bid submitted.

##### SUB-CONTRACTOR LISTING ☒

The bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid. Bidders will not be permitted to use Subcontractors not indicated in the Bid Response documents unless written approval of the Town of Secaucus is obtained prior to such.

Failure to submit a Subcontractor document shall result in rejection of the bid and cannot be remedied pursuant to N.J.S.A. 40A:11-23.2(d) and N.J.S.A. 40A:11-16(b).

##### NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT ☐

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and

N.J.A.C. 8:59-2 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums, and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at a Town's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. [www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/)

#### PREVAILING WAGE ACT ☒

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Town within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-5.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and

Workforce Development, Division of Workplace Standards. Additional information is available at

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html)

All workers employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workers employed by the contractor or his subcontractors have been paid less than required, then the Town may terminate the contractor's or subcontractor's right to proceed with the work. The contractor or his subcontractors and their sureties would be liable to the Town for any excess costs occasioned by this action.

#### PUBLIC WORKS CONTRACTOR REGISTRATION ☒

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.] It applies to contractors based in New Jersey or in another state.



To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [https://www.nj.gov/labor/wagehour/regperm/pw\\_cont\\_reg.html](https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

Contractors, subcontractors, and their surety companies will be responsible to the Town for any costs that may be associated with the Contractors' misrepresentation of these provisions.

#### EQUIPMENT CERTIFICATION ☒

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the Town of the equipment that the bidder will have access to the equipment is required with the bid

#### **4.10 TERM OF CONTRACT – LIQUIDATED DAMAGES**

The terms of this contract shall be completed within the time specified for completion of the work. The Town reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Town the following schedule of Liquidated Damages:

**\$500.00** per calendar day for one (1) to fifteen (15) days  
**\$1,000** per calendar days for sixteen (16) to thirty (30) days  
**\$2,000** per calendar day for greater than thirty (30) days

For each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Town will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Town will suffer by reason of such delay, and not as a penalty. The Town will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages.

The successful bidder/ contractor shall not assign transfer, convey, sublet, or otherwise dispose of any interest in this contract without the prior written consent of the Town.

#### **4.11 EXCEPTIONS TO THE BID DOCUMENTS**

Any conditions, limitations, provisions, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

#### **4.12 EXAMINATION OF BID PURPOSE AND CONTRACT DOCUMENTS**

Prior to submitting a bid, the bidder shall and by submitting a bid, the bidder represents and warrants that they have:

- Carefully examined the Bid Documents and addenda, if any.
- Fully acquainted and familiarized itself with the purpose and conditions of the bid as they exist, the manufacturers and/or goods requested and the character of the operations to be carried out under the proposed Contract and made such investigation so that the bidder fully understands the facilities, equipment difficulties and restrictions accompanying the goods requested under the Contract.
- Brought to the attention of the Town any variations in the Bid Documents and the actual conditions that would affect the bid. The variations shall be reported in accordance with this document.
- Should the bidder observe that any of the Bid Documents are at variance with applicable laws, statutes, codes or regulations in any respect or that there are errors, inconsistencies or ambiguities in the Bid Documents, the bidder shall promptly notify the Town in writing in accordance with this document.

#### **4.13 INTERPRETATION/ADDENDA**

No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Bid Documents, except that a request to the Commissioner as to the prevailing wage rate in the municipality shall be provided, if applicable. A request for an interpretation or clarification shall be made in writing via hand delivery, overnight courier, or regular mail to the Office of Purchasing, Christine Smith, 1203 Paterson Plank Road, 3<sup>rd</sup> Floor, Secaucus, New Jersey 07094, phone (201) 330-2026. The request shall be considered upon receipt of such request at least three (3) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Bid Documents and notice will be provided by facsimile or e-mail to all potential bidders on record with the Town as having received the Bid Documents. Said shall also be posted online at [www.Secaucusnj.gov](http://www.Secaucusnj.gov). All addenda issued become part of the Bid Documents.

Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder of any obligation. Failure to acknowledge receipt of all addenda will result in the rejection of the bid.

#### **4.14 DISCREPANCIES IN BID**

If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Town of the extended totals shall govern.

#### **4.15 OBJECTIONS TO CONTRACT DOCUMENTS**

All potential bidders are advised to examine the Bid Documents carefully. Any potential bidder who wishes to challenge the Bid Documents shall file such challenge in writing no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract to extent permitted by law.

#### **4.16 VENDOR/MANUFACTURER QUALIFICATIONS**

The Town will make any investigation it deems necessary to determine the ability of a bidder to provide the goods and services required by the Bid Documents. The bidder agrees to furnish to the Town all such information and data for this purpose as the Town requests. The Town reserves the right to reject any bid if the evidence submitted by or after investigation of, the bidder fails to satisfy the Town that the bidder, vendor and manufacturer are properly qualified to carry out the obligations of the Bid Documents.

#### **4.17 COMPLIANCE WITH LAWS, REGULATIONS AND INDUSTRY STANDARDS**

The Contractor shall comply with applicable state and federal statutes, rules, regulations, codes and standards. Neither the citation to the State of New Jersey or federal standards or regulations, nor the omission of such citation in the Technical Specifications, shall be interpreted as limiting the bidder's obligation to comply with all controlling statutes, rules, regulations, codes and standards.

In addition, contractors on projects for public work shall adhere to any and all applicable requirements of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25 et seq., and the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48. A statement of corporate ownership and of compliance with state laws governing equal employment opportunity and affirmative action on the forms attached shall be submitted.

Any Specifications are set forth on the relevant page or in the Attachments. To the extent any provision in the following Technical Specifications conflicts with any state or other regulations, the regulations shall remain in control.

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) provides that laborers or mechanics shall receive compensation at a rate not less than one and one half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in any work week. In the event of violations, the contractor or sub-contractor shall be liable to any affected employee for his unpaid wages.

All contractors, subcontractors, borrowers, and/or sub-recipients are required to administer and enforce the labor standards requirements set forth in Section 570.605 of the regulations of the Housing and Community Development Act of 1974.

## SAFETY & PROTECTION

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

Other Related Statutes:

- TITLE 40A, Chapter 11, Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workers and mechanics.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

## **4.18 MATERIALS AND SUPPLIES AND “OR EQUAL” PROVISION**

The bidder shall obtain supplies, and repair and replacement parts through specified Town approved vendors in order to maintain the government property in good condition. The Town reserves the right to supply needed items and parts to be utilized by Contractor. Any costs for supplies not available through Town specified vendors or as provided by the Town shall only be acquired with Town approval and at the rate set forth in the Bid Proposal.

In the event the Bid Documents require the furnishing of any brand name, the requirement shall be deemed to mean and shall be interpreted to require the furnishing of the brand name or equivalent. The Town reserves the right to determine, in its sole

discretion, whether a brand or component is equivalent to that requested or to reject any proposed equivalent in the event it is not compatible with systems, facilities, components or accessories already owned or used by the Town. Bidder shall utilize only manufactured and farm products of the United States, wherever available, pursuant to N.J.S.A. 40A:11-18. The bidder shall be required to disclose on its Bid Proposal Form or the Technical Specifications if it will furnish a product other than those requested.

#### **4.19 EXCEPTIONS, COMMENTS, ENHANCEMENTS**

After each component detailed in the Specifications, the bidder shall indicate any exceptions, comments or enhancements it proposes. The Town reserves the right to determine in its sole discretion whether an exception or deviation from the Specifications or from any other requirement of the Bid Documents, is material.

#### **4.20 REJECTION OF BIDS**

The Town of Secaucus reserves the right to reject any and all bids for any one or more of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2
- All bids pursuant to N.J.S.A. 40A:11-4 (b)(4)
- Qualifications of Bidders

The Town of Secaucus may make such investigation as it deems necessary to determine the ability of the bidder to perform the contract and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The right is reserved to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract.

- Multiple Bids Not Acceptable

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

- Unbalanced Bid

In any bid which contains more than one item or unit price, the Town shall reserve the right to reject a bid where the unit prices are not balanced so as to reflect the actual cost of the work to be performed or the materials supplied.

- Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Town in an unacceptable manner, may be rejected.

- Failure to Enter into Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Saturdays, Sundays, and holidays excepted, the Town may then, at its option, accept the bid of the next lowest responsible bidder (N.J.S.A. 40A:11-24(b))

- Any conditions, limitations, provisions, amendments or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

#### **4.21 AWARD OF THE CONTRACT**

- The contract will be awarded to the lowest responsible and responsive bidder pursuant to N.J.S.A. 40A:11-4a.
- When two or more bids are equal and are the lowest responsible bids, the Town may award the Contract to the bidder whose bid, in the discretion of the Town, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.
- Term: The length of the contract shall be for two (2) years, with two (2) one (1) year options to extend, at the discretion of the Town.
- No minimum payment is implied or guaranteed.
- Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget
- If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- The Town may at its sole discretion also elect to award the contract on the basis of unit prices. The form of contract shall be submitted by the Town to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Town; material exceptions shall not be approved.
- Successful bidder/respondent shall complete W-9 Form and submit it to the Town prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

#### **4.22 NOTICE OF AWARD, EXECUTION OF CONTRACT AND DELIVERY OF DOCUMENTS**

Within fifteen (15) business days of notice of the award of the contract, the successful bidder shall deliver to the Town the executed Contract, the performance and payment bond (if required by the Bid Documents), insurance documentation reflecting the required insurance coverage; the appropriate affirmative action documentation; and any other documents required by the Office of Purchasing.

- Failure to deliver the aforementioned documents in a form satisfactory to the Town and commence the contract as required in the Bid Documents shall be cause for the Town to declare the bidder non-responsive and to award the contract to the next lowest bidder.
- Failure of the Successful bidder to commence the contract will become liable for the difference in the proposal awarded and the amount of the next contract which the Town will be obligated to award, along with any other expenses incurred by the Town as a result in the Bidders failure to fulfill the awarded contract.
- In the event that a new contract has not been awarded prior to this contract expiration date, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.

#### **4.23 TERMINATION OF CONTRACT**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the Town shall thereupon have a right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract.

Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Town from the Contractor is determined.

The Contractor agrees to indemnify and hold harmless from any liability to subcontractor concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Town under this provision.

In case of default by the Contractor, the Town may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The Contractor cannot transfer or assign the contract awarded without the Town's express written permission.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new contractor(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Town.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Town.

The Town may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.

The contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

For contracts that exceed one year, each fiscal year payment obligation of the Town is conditioned upon the availability of Town funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Town at the end of any fiscal year may terminate such services. The Town will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed to permit the Town to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Town by notice to the parties.



#### **4.24 PAYMENTS**

- No payment will be made unless duly authorized by the Town's authorized representative and accompanied by proper documentation.
- Payment will be made pursuant to the Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq.
- The successful bidder shall comply with the Town's standard payment procedures. Checks are processed by the Town of Secaucus' Finance Department on or about the 30<sup>th</sup> day of every month, following a public council meeting. The Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered in advance of said date. The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment. The Contractor shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town.
- The Town shall not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town will proceed with processing payment after the corrected invoice is received, within the structure described above.
- If the successful bidder fails to perform or provide said services in accordance with the Bid Documents, the Town may deduct or retain from monies due or which may become due to the successful bidder or its assignee, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.
- Public funds may be used to pay only for goods delivered or services rendered. The Town shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Town to pay additional fees.
- The Town is tax exempt; therefore, no taxes shall be included on requests for payment.

#### **4.25 AFFIRMATIVE ACTION REQUIREMENTS**

The successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful bidder will submit (1) evidence that the bidder is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C.

17:27-4 or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

### Mandatory Affirmative Action Language

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents: (i) Letter of Federal Affirmative Action Plan Approval; (ii) Certificate of Employee Information Report; or (iii) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

#### **4.26 AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to

this Act. The Contractor shall indemnify, protect and save harmless the Town, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Town or any of its agents, servants and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Town pursuant to this paragraph.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

#### **4.27 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate with its Proposal. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration Law go to: <http://www.state.nj.us/njbusiness/registration>.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a

local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.).

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of twenty-five dollars (\$25.00) for each day of violation, not to exceed fifty thousand dollars (\$50,000.00) for each business registration copy not properly provided under a contract with a contracting agency.

#### **4.28 OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work of the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

#### **4.29 PREVAILING WAGE ACT AND PRICES PROPOSED**

The undersigned hereby agrees to provide complete performance in accordance with the Proposal Documents and Bidder's for the prices listed and representations related to this Proposal Form. Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25 et seq., and the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48. The bidder represents that it

has read and understands the Proposal Documents in total and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission of this proposal serves as the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Proposal Documents or lack of information concerning same.

**5.0 BID DOCUMENT SUBMISSION CHECKLIST**  
**REPAIR MAINTENANCE, AND SERVICE OF EQUIPMENT/APPARATUS AT**  
**VARIOUS SECAUCUS PUMP STATIONS, INCLUDING PARTS AND**  
**MATERIALS**

A. Failure to submit the following documents with this Bid submission is a **MANDATORY** cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.2

Owner's  
Checkmarks

Bidder's  
Initials

X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21 (with Power of Attorney for full amount of Bid Bond)	
X	A statement of corporate ownership, pursuant to N.J.S. A.52:25-24.2	
X	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents prior to the award of a contract may be a cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.1B.

Owner's  
Checkmarks

Bidder's  
Initials

X	Bid Proposal Form	
X	Consent of Surety as to a Labor and Material Payment Bond	
X	Non-Collusion Affidavit (This form must be notarized)	
X	Experience and Qualifications Questionnaire	
X	Business Registration Certificate for Contractor and any subcontractors (Required to be registered at the time of the bid opening, must be submitted prior to contract award)	
X	Mandatory Affirmative Action Language (Exhibit B)	
X	Disclosure of Prohibited Investment Activities in Iran and Russia-Belarus Activities (Must be submitted prior to award)	
X	Certification of Bidder showing that Bidder owns, leases or controls necessary equipment	
X	Public Works Contractor Registration Certificate for contractor and any subcontractors	
X	Certification of Non-Debarment for New Jersey State and Federal Contracts (Must be submitted prior to award)	
X	Certificates of Insurance	

**6.0 PROPOSAL FORM**  
**PUMP STATION MAINTENANCE AND REPAIR SERVICES**

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Physical:** Town of Secaucus  
1203 Paterson Plank Road  
Secaucus, N.J. 07094  
Attention: Qualified Purchasing Agent

**Bidder:** The undersigned has reviewed the proposal submitted in response to the Bid issued by the Town of Secaucus in connection with the need for the following:

**Repair, Maintenance and Service of Equipment/Apparatus at Various Secaucus Pump Stations, including Parts and Materials**

I hereby certify that I have read each and every part of the advertisement, specifications, "Instructions to Bidders" and Bid Form. I understand that failure to comply with any statement part or request of these specifications will be cause for rejection thereof.

I affirm that the content of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the specifications. All prices shall include F.O.B. Destination.

Description	Per Hour Price	Price in Numbers	Price in Words
Routine Service/Maintenance	Estimated 150 hours @ \$_____per hour	\$	
Normal Repair Maintenance	Estimated 500 hours @ \$_____per hour	\$	
Licensed Electrician	Estimated 50 hours @ \$_____per hour	\$	
Emergency Repair Hours	Estimated 100 hours @ \$_____	\$	
Equipment Travel Time	Estimated 30 hours @ \$_____per hour	\$	



Shop Repairs Hourly Rate	Estimated 100 hours @ \$ _____ per hour	\$	
Description	Per Usage Price	Price in Numbers	Price in Words
Per Diem Usage Electrical Generators Bypass Pumping	Estimated 5 Usages @ \$ _____ per usage	\$	
Per Diem Usage Hoist Equipment	Estimated 10 Usages @ \$ _____ per usage	\$	
<b>Description</b>		<b>Percentage in Numbers</b>	<b>Percentage in Words</b>
Mark-up Fee Percentage		%	
<b>Description</b>		<b>Price in Numbers</b>	<b>Price in Words</b>
Mark-up cost of \$35,000 subject to Mark-up fee		\$	
<b>Total Bid Amount</b>		\$	

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Representative's Name (print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

TOWN OF SECAUCUS  
MAYOR AND COUNCIL  
ANNUAL NOTICE OF REGULAR MEETINGS

In accordance with the provisions of Chapter 231, Public Laws 1975, Annual Notice of the schedule of the Regular Meetings of the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey for the year 2023 is hereby given.

The location of said regular meetings is Council Chamber I, first floor of the Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey and the dates and times are as follows:

<u>Date</u>	<u>Day</u>	<u>Time</u>
January 3, 2023	Tuesday	7:00 PM
January 24, 2023	Tuesday	7:00 PM
February 14, 2023	Tuesday	7:00 PM
February 28, 2023	Tuesday	7:00 PM
March 14, 2023	Tuesday	7:00 PM
March 28, 2023	Tuesday	7:00 PM
April 11, 2023	Tuesday	7:00 PM
April 25, 2023	Tuesday	7:00 PM
May 9, 2023	Tuesday	7:00 PM
May 23, 2023	Tuesday	7:00 PM
June 27, 2023	Tuesday	7:00 PM
July 25, 2023	Tuesday	7:00 PM
August 22, 2023	Tuesday	7:00 PM
September 12, 2023	Tuesday	7:00 PM
September 26, 2023	Tuesday	7:00 PM
October 11, 2023	Wednesday	7:00 PM
October 24, 2023	Tuesday	7:00 PM
November 14, 2023	Tuesday	7:00 PM
November 28, 2023	Tuesday	7:00 PM
December 12, 2023	Tuesday	7:00 PM

# Town of Secaucus

## ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Pursuant to the NJSA 40A:11-23(c) & (d), the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

<b>Title of Addendum/Revision</b>	<b>Received Via (email, fax, etc.)</b>	<b>Date Received</b>

☐

No addenda were received

## ACKNOWLEDGEMENT OF BIDDER

**Name of Bidder:**

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**Bidder's Signature:**

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**Printed Name & Title:**

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**Date:**

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# Town of Secaucus

## Experience & Qualificaitons Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: \_\_\_\_\_

If less than 5 years, list previous names and address:

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Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: \_\_\_\_\_. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: \_\_\_\_\_

If yes, please provide details:

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List similar services you are now providing for which you have signed contract, but not yet started work:

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List all major subcontractors to be used to complete the service and the area of their responsibility:

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# Town of Secaucus

## Experience & Qualificaitons Questionnaire

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Please provide at least 3 references below:

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

### Bidder Information

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

# Town of Secaucus

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, is hereby held and firmly bound unto  
\_\_\_\_\_ as Owner, in the Penal Sum of  
(\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of 20\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a  
certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative,

B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance  
with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons  
performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the  
agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly  
understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the  
penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in  
no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety  
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as  
are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper  
officers, the day and year first set forth above.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Principal

Witness: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

*Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price  
bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of  
Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable  
to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or  
bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance  
bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a  
contract pursuant to N.J.S.A. 40A:11-21.*

*Failure to submit a bid guarantee shall result in rejection of the bid.*

## EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☐

**Check here if documentation is attached.**

The bidder maintains a stock of replacement parts for each item included in this equipment and shall be in a position to replace such part or parts as may be required for a period consistent with the life of the equipment.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- ☐ Sole Proprietorship (skip Parts III and IV)    ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)    ☐ Partnership
- ☐ Limited Partnership                      ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Town of Secaucus</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>Town of Secaucus</b> to notify the <b>Town</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>Town</b>, permitting the <b>Town</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	



**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Town of Secaucus** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **Town of Secaucus** to notify the **Town** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Town**, permitting the **Town** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
**Add additional sheets if necessary**	
OR	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
**Add additional Sheets if necessary**			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Town of Secaucus</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>Town of Secaucus</b> to notify the Town in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>Town</b>, permitting the <b>Town</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.  
**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201)

electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name/s: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**  
**N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

# Town of Secaucus

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## NON-COLLUSION AFFIDAVIT

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Town of Secaucus relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_



## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)      ☐ Limited Liability Company (LLC)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Town of Secaucus** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Town to notify the Town in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**PAY TO PLAY ADVISORY**  
**Disclosure Requirement**  
**P.L. 2005, Chapter 271, Section 3 Reporting**  
**(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

If you have any questions please contact ELEC at:  
1-888-313-ELEC (toll free in NJ) or  
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials: \_\_\_\_\_

**STATEMENT OF COMPLIANCE WITH THE  
NEW JERSEY PREVAILING WAGE ACT AND THE  
PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The undersigned agrees to adhere to all requirements of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25 *et seq.*, and the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48. All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft.

The undersigned also agrees to provide a certification as to the required wages then due to any and all workman for the contract prior to receipt of final payment. Final payment will not be made until these wages have been paid or the Town is satisfied that the wages will be paid with the receipt of the final payment.

A copy of the bidder's public works registration or certification must be submitted with the Bid proposal. Alternatively, this may be submitted after the bid submission, but prior to the award of the Bid, with the consideration that the registration was valid prior to the bid opening.

The bidder represents that it has read and understands the Proposal Documents and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission of this proposal serves as the bidder's representation that, if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Proposal Documents or lack of information concerning same.

**Business Name (Print):**

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**Representative's Name (Print):**

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**Representative's Signature (Print):**

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**Date:**

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## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

## CONTRACT AMENDMENTS AND EXTENSIONS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

## IF UNABLE TO CERTIFY



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

## Part 2: Additional Information

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Town of Secaucus (Town) is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Town to notify the Town in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Town of Secaucus and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>		
<b>Signature</b>			<b>Date</b>	

## NOTICE TO ALL BIDDERS

### NOTICE OF INTENT TO SUBCONTRACT FORM

### SUBCONTRACTOR UTILIZATION PLAN FORM

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list ***all*** proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.



## **REQUIRED SUBMISSION**

### NOTICE OF INTENT TO SUBCONTRACT FORM

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Solicitation Number:  _____	Solicitation Title:  _____
Bidder's Name and Address: Name _____ Address _____ City State Zip Code	

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ **If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ **If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

<b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	<b>Solicitation No.:</b>	
<b>NOTE:</b> If utilizing subcontractors, failure to submit the properly completed form will be sufficient cause for rejection of the bid as non-responsive.	<b>Solicitation Title:</b>	
<b>Bidder's Name and Address:</b> _____ _____ _____	<b>Bidder's Telephone No.:</b> _____ <b>Bidder's Contact Person:</b> _____	
<b>INSTRUCTIONS:</b> List all businesses to be used as subcontractors. This form may be duplicated for extended lists.		
<b>SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER</b>	<b>TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED</b>	<b>ESTIMATED VALUE OF SUBCONTRACTS</b>

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

**PRINCIPAL OF FIRM:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)